

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

ROBERT A. NITSCH, JR., ET AL.,

PLAINTIFFS, CASE NO. CV-14-04062-LHK

VS. SAN JOSE, CALIFORNIA

DREAMWORKS ANIMATION SKG INC., JUNE 23, 2016
ET AL.,

PAGES 1 - 38

DEFENDANTS.

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE LUCY H. KOH
UNITED STATES DISTRICT JUDGE

A-P-P-E-A-R-A-N-C-E-S

FOR THE PLAINTIFFS: COHEN, MILSTEIN, SELLERS & TOLL PLLC
BY: BRENT W. JOHNSON
1100 NEW YORK AVENUE, NW
SUITE 500 WEST TOWER
WASHINGTON, D.C. 20005

SUSMAN GODFREY LLP
BY: MATTHEW ROBERT BERRY
1201 THIRD AVENUE, SUITE 3800
SEATTLE, WASHINGTON 98101

HAGENS, BERMAN, SOBOL, SHAPIRO LLP
BY: JEFF D. FRIEDMAN
715 HEARST AVENUE, SUITE 202
BERKELEY, CALIFORNIA 94710

(APPEARANCES CONTINUED ON THE NEXT PAGE.)

OFFICIAL COURT REPORTER: IRENE L. RODRIGUEZ, CSR, RMR, CRR
CERTIFICATE NUMBER 8074

PROCEEDINGS RECORDED BY MECHANICAL STENOGRAPHY,
TRANSCRIPT PRODUCED WITH COMPUTER.

1 A P P E A R A N C E S: (CONT'D)2
3 FOR THE DEFENDANTS: JONES DAY
4 BY: DAVID C. KIERNAN
5 SARAH CONWAY
6 555 CALIFORNIA STREET, 26TH FLOOR
7 SAN FRANCISCO, CALIFORNIA 941048
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WILLIAMS & CONNOLLY LLP
BY: JONATHAN B. PITI
725 TWELFTH STREET, N.W.
WASHINGTON, D.C. 20005

1 SAN JOSE, CALIFORNIA

JUNE 23, 2016

2 P R O C E E D I N G S

3 (COURT CONVENED.)

4 THE CLERK: CALLING CASE 14-CV-04062, IN RE:
5 ANIMATION.

6 IF THE PARTIES WOULD PLEASE STATE THEIR APPEARANCES FOR
7 THE RECORD.

8 MR. JOHNSON: BRENT JOHNSON OF COHEN MILSTEIN FOR
9 THE PLAINTIFFS, YOUR HONOR.

10 THE COURT: OKAY. GIVE ME JUST ONE SECOND, PLEASE.
11 THANK YOU.

12 MR. FRIEDMAN: JEFF FRIEDMAN FROM HAGENS, BERMAN,
13 SOBOL & SHAPIRO, YOUR HONOR. GOOD AFTERNOON.

14 THE COURT: GOOD AFTERNOON.

15 MR. BERRY: MATT BERRY FROM SUSAN GODFREY FOR THE
16 PLAINTIFFS.

17 THE COURT: GOOD AFTERNOON.

18 MR. PITTS: GOOD AFTERNOON, YOUR HONOR.

19 JONATHAN PITTS FROM WILLIAMS & CONNOLLY FOR BLUE SKY STUDIOS.

20 THE COURT: OKAY. GIVE ME ONE SECOND, PLEASE.

21 MR. PITTS: SURE.

22 THE COURT: OKAY. THANK YOU.

23 MR. KIERNAN: GOOD AFTERNOON, YOUR HONOR.

24 DAVID KIERNAN WITH JONES DAY ON BEHALF OF SONY PICTURES
25 ANIMATION AND SONY PICTURES IMAGEWORKS AND WITH ME IS

1 SARAH CONWAY ALSO WITH JONES DAY.

2 THE COURT: OKAY. IF YOU WOULD GIVE ME ONE SECOND,
3 PLEASE. I HAD ORRICK HERRINGTON AS COUNSEL FOR SONY.

4 THE CLERK: HE WAS HERE ON THE LAST APPEARANCE.

5 THE COURT: SO MR. KIERNAN WITH JONES DAY. AND I
6 APOLOGIZE, WHO IS HERE WITH YOU TODAY?

7 MR. KIERNAN: SARAH CONWAY ALSO WITH JONES DAY.

8 THE COURT: OKAY. THANK YOU. OKAY. THANK YOU.

9 OKAY. SO EVERYONE IS HERE. OKAY. GREAT. THANK YOU.
10 AND THANK YOU FOR YOUR PATIENCE. LET ME ASK, SHOULD WE TAKE A
11 BREAK?

12 WHAT DO YOU EXPECT THE ADMINISTRATIVE COSTS TO BE?

13 MR. JOHNSON: YOUR HONOR, IF WE DO -- MAYBE I SHOULD
14 JUST SAY ONE THING UPFRONT.

15 THE COURT: OKAY.

16 MR. JOHNSON: AND YOU MAY HAVE HEARD THIS FROM
17 MS. SAKAMOTO BECAUSE I JUST SENT AN E-MAIL. PLAINTIFFS DO NOT
18 INTEND TO AMEND THEIR COMPLAINT.

19 THE COURT: OKAY.

20 MR. JOHNSON: AND THAT HAS AN EFFECT ON WHAT WE'RE
21 DOING HERE TODAY.

22 IF WE HAD INTENDED TO AMEND AND THEN PRESUMABLY TO SEEK
23 AND EXPAND A CLASS DEFINITION, WE WOULD HAVE JUST ASKED YOU TO
24 APPROVE THE NOTICES FOR THE TWO SETTLEMENTS NOW.

25 THE COURT: OKAY.

1 MR. JOHNSON: BUT SINCE WE'RE NOT GOING TO DO THAT,
2 WE THINK IT'S APPROPRIATE AND EFFICIENT TO ASK YOU TO APPROVE A
3 NOTICE THAT INCLUDES NOT ONLY THE TWO SETTLEMENTS BUT ALSO THE
4 LITIGATION CLASS NOTICE.

5 WE HAVE NOT PUT THAT BEFORE YOU, YOUR HONOR. WE HAVE JUST
6 RECENTLY MADE THE DECISION NOT TO AMEND. I APOLOGIZE THAT IT'S
7 NOT BEFORE YOU, BUT WE THINK WE CAN DO THAT PRETTY QUICKLY AND
8 CAN CONSULT WITH THE DEFENDANTS AND GET THAT TO YOU PROBABLY
9 MID NEXT WEEK, MAYBE WEDNESDAY IF THAT SOUNDS OKAY.

10 THE COURT: OKAY. YOUR DEADLINE TO AMEND THE
11 COMPLAINT WAS LIKE TOMORROW, RIGHT, OR THE 25TH? WHEN WAS
12 THAT?

13 MR. JOHNSON: THE DEADLINE TO AMEND THE COMPLAINT?
14 I DON'T KNOW THAT WE HAD A DEADLINE, YOUR HONOR.

15 THE COURT: YES, I THINK IT WAS 30 DAYS FROM THE
16 ORDER WHICH WOULD HAVE BEEN MAY 25TH.

17 MR. JOHNSON: BUT NEVERTHELESS, WE DON'T INTEND TO
18 AMEND.

19 THE COURT: YOU DON'T INTEND TO AMEND.

20 OKAY. I GUESS I HAVE TO SEE WHAT THE NOTICE LOOKS LIKE.
21 I MEAN, THERE ARE TWO DIFFERENT CLASS DEFINITIONS SO IT MIGHT
22 BE A LITTLE BIT CONFUSING, RIGHT? I MEAN, THE SETTLEMENT
23 NOTICE WILL GO TO ALL OF THE CLASS MEMBERS OF ALL OF THE
24 DEFENDANTS; CORRECT?

25 MR. JOHNSON: IT WOULD BUT SINCE THE LITIGATION

1 CLASS THAT YOU CERTIFIED IS A SUBSET OF THE SETTLEMENT CLASS,
2 WE COULD COMBINE THEM. IT OBVIOUSLY SAVES MONEY, AND IT SAVES
3 TIME. YOU KNOW, YOU CAN ARGUE ONE WAY OR THE OTHER WHETHER OR
4 NOT IT WOULD BE MORE OR LESS CONFUSING TO GET TWO NOTICES
5 INSTEAD OF ONE, BUT WE THINK IT'S BEST ON BALANCE TO DO ONE.

6 THE COURT: OKAY. AND YOU WILL VERY CLEARLY EXPLAIN
7 SO FOLKS RECEIVING THAT NOTICE DON'T GET CONFUSED.

8 MR. JOHNSON: WE WILL DO OUR VERY BEST, YOUR HONOR.

9 THE COURT: OKAY. WELL, LET ME JUST RESERVE
10 JUDGMENT UNTIL I SEE WHAT YOU'RE GOING TO DO.

11 MR. JOHNSON: SURE.

12 THE COURT: WHEN DO YOU THINK YOU COULD DO THAT AND
13 THEN MAYBE I CAN TELL YOU SOME ISSUES I HAVE WITH THE NOTICE
14 AND YOU CAN INCORPORATE WITH THAT?

15 MR. JOHNSON: WE THOUGHT IT WOULD BE HELPFUL TO SEE
16 WHAT ISSUES YOU HAD WITH THE SETTLEMENT CLASS NOTICE NOW AND
17 THEN WE'LL INCORPORATE THEM WITH THE LITIGATION CLASS NOTICE,
18 INCORPORATE THOSE CHANGES.

19 WE THINK WE CAN DO IT BY WEDNESDAY AND WE CAN PROBABLY GET
20 IT TO THE DEFENDANTS HOPEFULLY TOMORROW AND THEN HOPEFULLY HEAR
21 THEIR FEEDBACK, BOTH SETTLING AND NON-SETTLING, AND GET IT TO
22 YOU BY WEDNESDAY.

23 THE COURT: OKAY. THAT WOULD BE JUNE 29TH.

24 MR. JOHNSON: THAT SOUNDS RIGHT TO ME.

25 THE COURT: OKAY. ALL RIGHT. WELL, LET'S -- YOU

1 KNOW, I MEAN, I CAN CERTAINLY SEE THE COST SAVINGS AND IT MAY
2 BE EASIER FOR THE CLASS BUT YOU MAY WANT TO MAKE SURE IT
3 DOESN'T GET CONFUSING SINCE THE DEFINITIONS ARE DIFFERENT.

4 MR. JOHNSON: I UNDERSTAND THAT. I WILL MENTION
5 THAT OBVIOUSLY YOU DIDN'T HAVE THE ISSUE OF THE TWO DIFFERENT
6 CLASS DEFINITIONS BUT IN HIGH-TECH, IF YOU REMEMBER, A COUPLE
7 YEARS AGO YOU APPROVED THE SETTLEMENT, THE INITIAL SETTLEMENTS
8 THERE AND THEN YOU CERTIFIED THE LITIGATION CLASS A WEEK LATER.
9 PLAINTIFFS CAME BACK TO YOU AND SENT YOU A LETTER WITH AN
10 AMENDED NOTICE AND DOING EXACTLY THAT SAME THING AND SO THE
11 NOTICE AND LITIGATION CLASS NOTICE IN ONE.

12 THE COURT: OKAY. OKAY. ALL RIGHT.

13 MR. JOHNSON: I CAN ANSWER YOUR INITIAL QUESTION IF
14 YOU WOULD LIKE.

15 THE COURT: THE ADMINISTRATIVE COSTS?

16 MR. JOHNSON: YEAH.

17 THE COURT: YES, LET'S GET TO THAT.

18 MR. JOHNSON: SO WE DON'T THINK IT WILL BE ANYTHING
19 MORE THAN 150,000 AND PROBABLY SIGNIFICANTLY LESS THAN THAT.

20 THE COURT: OKAY.

21 MR. JOHNSON: THAT WOULD INCLUDE THE COST OF SENDING
22 E-MAIL NOTICE UP TO 10,000 OR A LITTLE OVER 10,000 CLASS
23 MEMBERS AND MAILING A 36 PAGE OR SO, WHATEVER IT TURNS OUT TO
24 BE IN THE END, NOTICE TO ANY NUMBER OF CLASS MEMBERS THAT WE
25 CAN'T REACH BY E-MAIL THAT WILL INCLUDE ADDRESS SEARCHES AND

1 E-MAILS FOR UNDELIVERABLE MAIL, PHONE SUPPORT AND WEBSITE AND
2 DATA INTAKE AND DISTRIBUTION IN DEALING WITH THE TAX REPORTING
3 AND COSTS FOR A MEDIA CAMPAIGN THAT WILL BE INTERNET, MEDIA,
4 SOCIAL MEDIA AND DISPLAY, BANNER ADS TO FOLLOW UP WITH CLASS
5 MEMBERS.

6 SO YOU'LL HAVE DIRECT NOTICE BY E-MAIL AND DIRECT NOTICE
7 BY MAIL FOR ANYBODY WE DON'T HAVE AN E-MAIL FOR AND THEN KIND
8 OF BELT AND SUSPENDERS KIND OF AN INTERNET CAMPAIGN.

9 THE COURT: OKAY. AND WHAT IS YOUR LODESTAR SO FAR?

10 MR. JOHNSON: OUR LODESTAR IS I THINK IT'S JUST
11 SHORT OF 7.5 MILLION, YOUR HONOR.

12 THE COURT: OKAY. AND HOW ARE YOU GOING TO -- I
13 THINK THE WAY IT WAS DONE IN HIGH-TECH IS THAT I DON'T RECALL
14 THERE BEING ANY FEES FOR THAT SETTLEMENT. I THINK BASICALLY
15 EVERYTHING WENT TO COSTS, AND I THINK THE EXPERT IN THAT CASE.
16 IS THAT HOW YOU'RE PLANNING TO DO THIS ONE AS WELL?

17 MR. JOHNSON: I THINK, YOUR HONOR, THEY ASKED FOR
18 25 PERCENT OF THOSE INITIAL THREE SETTLEMENTS, AND I BELIEVE
19 THAT'S WHAT YOU AWARDED AND WE --

20 THE COURT: NO, I'M TALKING ABOUT THE FIRST 20
21 MILLION.

22 MR. JOHNSON: YES.

23 THE COURT: I RECALL, I THINK, THAT EXPERT FEES WERE
24 AROUND 4 AND SO THEY ASKED FOR A TOTAL OF 5 MILLION BUT THE
25 VAST MAJORITY OF THAT MONEY WENT TO PAY FOR THEIR EXPERT,

1 MR. LEEMER.

2 MR. JOHNSON: I'M ALMOST SURE THAT YOU AWARDED
3 25 PERCENT ON THE INITIAL SET OF SETTLEMENTS. SOME OF MY
4 COUNSEL WHO WERE INVOLVED IN HIGH-TECH MIGHT REMEMBER THAT.

5 THE COURT: OKAY.

6 MR. JOHNSON: I MIGHT HAVE YOUR HIGH-TECH ORDER.

7 THE COURT: IT'S OKAY. IT'S NOT IMPORTANT.

8 MR. JOHNSON: BECAUSE YOU REMEMBER IN THE FINAL FEES
9 DECISION, YOU BLENDED THAT 25 PERCENT AND THEN THERE WAS FOR
10 THE MUCH LARGER SETTLEMENT I THINK YOU GAVE THEM 9.8 PERCENT.
11 THE BLEND TURNED OUT TO BE 10.5. SO THERE HAD TO BE SOME
12 NUMBER THAT YOU WERE AVERAGING WITH THE ONE THAT YOU DID WITH
13 THE BIGGER SETTLEMENT.

14 THE COURT: UH-HUH. WELL, HOW ARE YOU GOING TO
15 DIVIDE UP -- I MEAN, I ASSUME THE LODESTAR IS FOR THE ENTIRE
16 CASE FOR ALL DEFENDANTS?

17 MR. JOHNSON: THAT'S RIGHT, YOUR HONOR.

18 THE COURT: IT'S NOT JUST YOUR LODESTAR FOR THESE
19 TWO DEFENDANTS, RIGHT? THAT'S THE WHOLE CASE?

20 MR. JOHNSON: THAT'S CORRECT. THAT'S THE WHOLE
21 CASE. WE NEVER REALLY BREAK IT DOWN BY DEFENDANT. WE WOULD
22 ANTICIPATE ASKING FOR THIS AS OUR CURRENT, YOU KNOW, CURRENT
23 POSITION. I DON'T KNOW IF IT'S COMPLETELY CONFIRMED AMONG US,
24 BUT THE EXPECTATION NOW IS THAT WE WOULD ASK FOR 25 PERCENT IN
25 FEES AND THEN WE HAVE I THINK 1.35 MILLION IN EXPENSES RIGHT

1 NOW.

2 THE COURT: OH, THAT'S IT?

3 MR. JOHNSON: IT'S SIGNIFICANTLY LESS, YOUR HONOR.

4 THE COURT: WOW, DR. ASHENFELTER WAS A LOT CHEAPER.

5 MR. JOHNSON: I DON'T KNOW IF THAT'S THE CASE.

6 THE COURT: HE DIDN'T DO TWO ROUNDS. HE DIDN'T DO
7 TWO ROUNDS OF REPORTS EITHER.

8 MR. JOHNSON: THAT MIGHT BE RIGHT, YOUR HONOR. I
9 WOULDN'T CALL DR. ASHENFELTER CHEAP.

10 THE COURT: NO, I'M SURE HE'S NOT BUT, I MEAN, I'M
11 JUST SAYING RELATIVELY THOSE EXPENSES ARE --

12 MR. JOHNSON: IT HAS TO BE A FUNCTION OF THE AMOUNT
13 OF WORK THAT HAD BEEN DONE IN HIGH-TECH. I FORGET EXACTLY WHAT
14 THEY WERE.

15 THE COURT: SURE. SURE. AND THEY WENT THROUGH TWO
16 ROUNDS OF CLASS CERT, TWO ROUNDS OF EXPERT DISCOVERY. I MEAN,
17 IT WAS -- AND YOU ALL HAD THE BENEFIT OF THAT WORK AND PROBABLY
18 DR. ASHENFELTER DIDN'T HAVE TO POTENTIALLY DO EVERYTHING THAT
19 DR. LEMMER DID. ANYWAY, IT DOESN'T MATTER. I'M DIGRESSING.
20 THAT'S FINE.

21 OKAY. I WASN'T SURE -- IT'S UNCLEAR HERE LIKE WHAT IS THE
22 NUMBER OF CLASS MEMBERS, WHAT IS THE EXPECTED DISTRIBUTION TO
23 THIS CLASS? DO YOU EVEN HAVE THAT INFORMATION?

24 MR. JOHNSON: SURE, I DO.

25 THE COURT: OKAY. SO WHAT'S THE -- LET'S BREAK IT

1 DOWN BLUE SKY VERSUS SONY?

2 MR. JOHNSON: LET ME GET MY SHEET OPEN WITH THOSE
3 NUMBERS, YOUR HONOR.

4 SO THE SETTLEMENT CLASS, WHICH IS THE SAME THING AS THE
5 CLASS WE PROPOSED TO YOU INITIALLY ON CLASS CERTIFICATION, THE
6 2001 TO 2010 CLASS HAS 10,042 MEMBERS.

7 THE COURT: SO THAT NUMBER HAS NOT CHANGED SINCE THE
8 CLASS CERT HEARING. THAT WAS THE SAME NUMBER.

9 MR. JOHNSON: CORRECT. SO 2,038 OF THOSE CLASS
10 MEMBERS HAVE WORKED AT SONY.

11 THE COURT: OKAY.

12 MR. JOHNSON: BUT REMEMBER THAT MEMBERS OF OUR CLASS
13 MAY HAVE WORKED FOR MULTIPLE DEFENDANTS.

14 THE COURT: RIGHT.

15 MR. JOHNSON: 578 OF THEM HAVE WORKED AT BLUE SKY.

16 THE COURT: OKAY.

17 MR. JOHNSON: AND THEN FOR RECOVERY, YOUR HONOR, WE
18 THINK THE AVERAGE, IF YOU ASSUME IN \$18.95 MILLION FUND BETWEEN
19 THE TWO SETTLEMENTS, IF IT YOU WERE TO AWARD A 25 PERCENT FEE,
20 I THINK I HAVE 1.5 MILLION IN EXPENSES AND IT'S ACTUALLY A HAIR
21 LESS THAN THAT, AND \$100,000 IN ADMINISTRATION COSTS, YOU WOULD
22 HAVE A \$12.6 MILLION NET SETTLEMENT FUND --

23 THE COURT: OKAY. WAIT. I'M SORRY. I'M TRYING TO
24 KEEP UP WITH YOU.

25 MR. JOHNSON: SURE.

1 THE COURT: SO THAT'S ADMINISTRATIVE COSTS, AND
2 1.3 MILLION IN EXPENSES. OKAY. WHAT DOES THAT WORK OUT TO?

3 MR. JOHNSON: SO I THINK THE NET SETTLEMENT FUND
4 WOULD BE SOMETHING AROUND 12.6 MILLION.

5 THE COURT: OKAY.

6 MR. JOHNSON: THE ESTIMATED RECOVERY, THE AVERAGE
7 WOULD BE 1,256. THE MEDIAN RECOVERY, YOUR HONOR, WOULD BE 649.
8 AND, YOU KNOW, FOR EXAMPLE, JUST TO GIVE YOU AN IDEA OF WHAT
9 THE RECOVERY WOULD BE FOR SOME FOLKS, IF YOU HAD AN EMPLOYEE
10 WHO WORKED AT MORE THAN ONE OF THE DEFENDANTS IN THE CLASS IN
11 ONE OF THE POSITIONS IN THE CLASS DEFINITION, THEY WORKED THERE
12 FOR TWO YEARS AND MADE 75,000, THEY WOULD GET 376. AND IF YOU
13 HAD AN EMPLOYEE THAT WORKED AT ONE OF THE DEFENDANTS' OR MORE
14 OF THEM FOR FIVE YEARS AND MADE AN AVERAGE OF \$150,000 A YEAR,
15 THEY WOULD RECEIVE A PAYOUT OF 1,880 TO GIVE YOU JUST AN IDEA
16 OF WHAT THE RECOVERY WOULD BE FOR SOME CLASS MEMBERS.

17 THE COURT: UH-HUH. THE LITIGATION EXPENSES WERE
18 3.699,834.91.

19 MR. JOHNSON: THAT'S FROM HIGH-TECH, YOUR HONOR?

20 THE COURT: YES. THERE WERE ACTUALLY TWO
21 SETTLEMENTS.

22 THE CLERK: THAT WAS THE FIRST ONE. DO YOU WANT ME
23 TO FIND THE SECOND ONE?

24 THE COURT: NO, THAT'S OKAY. WELL, MY RECOLLECTION
25 WAS THAT IT WAS FOUR, BUT IT'S FINE.

1 MR. KIERNAN: YOUR HONOR, I THINK IT WAS -- I'M JUST
2 LOOKING AT THE PREVIOUS HEARING, I THINK IT WAS 3.7 -- WHAT YOU
3 HAD 3.699,844?

4 THE COURT: YES, THAT LOOKS LIKE IT WAS RIGHT. AND
5 PLAINTIFFS' COUNSEL IS RIGHT, THERE WAS A \$5 MILLION ATTORNEY'S
6 FEES PLUS REIMBURSEMENT OF THE 3.7 FOR A COMBINED TOTAL OF
7 8.699,844 IN ADDITION TO ALL OF THE SERVICE AWARDS.

8 OKAY. SO TELL ME HOW YOUR ESCHEATMENT IS GOING TO WORK.
9 WHEN ARE YOU GOING TO DETERMINE WHETHER TO TRY A FURTHER
10 DISBURSEMENT TO THE CLASS AND IS YOUR ESCHEATMENT THE SAME AS
11 THE PREVIOUS PRELIMINARY APPROVAL WHERE IT GOES TO SOME STATE
12 FUND TO BE HELD FOR THE RECIPIENT OR DOES IT GO TO JUST SOME
13 OTHER STATE AGENCY? HOW DOES THAT WORK?

14 MR. JOHNSON: YOUR HONOR, WE WOULD DO A FIRST
15 DISTRIBUTION. IF THERE WAS REMAINING FUNDS, WE WOULD MAKE A
16 JUDGMENT CALL THEN I THINK AS TO WHAT TO DO. IF IT MADE SENSE
17 TO DO AN ADDITIONAL DISTRIBUTION, WE WOULD.

18 AND THE ESCHEATMENT WORKS, I THINK, IN THE SAME WAY AS YOU
19 HEARD IN THE OTHER CASE JUST THAT YOU HEARD JUST EARLIER.

20 THE COURT: OKAY.

21 MR. JOHNSON: FOLKS HAVE A, DEPENDING ON STATE LAW,
22 AN OPPORTUNITY TO CLAIM THOSE FUNDS.

23 THE COURT: OKAY. YOU KNOW, IN THE \$20 MILLION
24 SETTLEMENT, THE SERVICE AWARDS WERE 20,000. I WAS JUST
25 WONDERING WHY THE SERVICE AWARDS HERE ARE 10,000.

1 MR. JOHNSON: I DON'T KNOW THAT WE HAD ANY HUGE
2 RATIONALE BEHIND THAT, YOUR HONOR. IF YOU WANTED TO AWARD
3 20,000 NOW, I THINK THAT'S FINE WITH THE PLAINTIFFS. WE DON'T
4 ANTICIPATE THIS BEING NECESSARILY THE LAST INCENTIVE PAYMENT
5 THAT WE MIGHT ASK FOR IF THE CASE GOES WELL.

6 THE COURT: WELL, I WAS JUST WONDERING BECAUSE THAT
7 WAS THE INITIAL LUCAS FILM, PIXAR, INTUIT SETTLEMENT, AND I WAS
8 JUST CURIOUS.

9 OKAY. I'M LOOKING AT -- THE ADDITIONAL EXPENSES ARE 1.2
10 SO IT WORKED OUT TO BE 4.9 TOTAL IN HIGH-TECH.

11 THANK YOU, MS. SAKAMOTO.

12 OKAY. IN THE BLUE SKY MOTION IT SAYS THAT BLUE SKY WILL
13 TAKE NO CONDITION ON THE PLAINTIFFS' ATTORNEY'S FEES, EXPENSES.
14 BUT IT DOESN'T LOOK LIKE -- AND THERE WAS A SECTION THAT IS
15 CITED, BUT THAT SECTION DOESN'T HAVE IT.

16 PARAGRAPH 3 IS WHAT IS CITED. I GUESS YOU'LL HAVE TO WORK
17 THAT OUT AMONGST YOURSELVES.

18 MR. JOHNSON: SO IT REFERS TO PARAGRAPH 3 OF THE
19 SETTLEMENT AGREEMENT, YOUR HONOR.

20 THE COURT: UH-HUH, SECTION 6 (A).

21 MR. JOHNSON: THAT MIGHT BE JUST A TYPO, YOUR HONOR.
22 I THINK THAT CLAUSE IS IN HERE IN THE BLUE SKY SETTLEMENT
23 AGREEMENT SOMEWHERE.

24 THE COURT: IT'S JUST IN A DIFFERENT SECTION.
25 THAT'S FINE. YOU KNOW, THAT'S UP TO YOU ALL HOW YOU DEAL WITH

1 THAT. THAT WOULDN'T BE A BASIS TO AFFECT OWNER APPROVAL. AND
2 IF THERE'S AN EQUIVALENT PROVISION IN THE SONY AGREEMENT,
3 YOU'LL HAVE TO LOOK FOR THAT.

4 IT SOUNDS LIKE YOU'RE GOING TO BE REQUESTING A PERCENTAGE
5 OF THE FUND; RIGHT?

6 MR. JOHNSON: THAT'S OUR CURRENT POSITION, YOUR
7 HONOR.

8 THE COURT: OKAY. AND HAVE DISNEY AND DREAMWORKS
9 GIVEN YOU THE CLASS MEMBER CONTACT INFORMATION SO THAT YOU CAN
10 SEND THIS COMBINED OR SEPARATE NOTICE OUT?

11 MR. JOHNSON: SO ALL OF THE DEFENDANTS HAVE TO GIVE
12 US OR GIVE DIRECTLY TO THE CLAIMS ADMINISTRATOR DATA SO WE CAN
13 SEND THE NOTICE OUT.

14 THE COURT: OKAY.

15 MR. JOHNSON: THE DEADLINE IN THE ORDER IS 20 DAYS
16 AFTER YOU PRELIMINARILY APPROVE THE SETTLEMENTS SO THAT'S WHEN
17 THEY WOULD DO THAT.

18 THE COURT: ALL RIGHT. WELL, LET'S GO THROUGH SOME
19 OF THE DOCUMENTS.

20 YOU HEARD WHAT I SAID TO THE PREVIOUS PARTIES. I DON'T
21 SEE WHY OBJECTIONS NEED TO BE SIGNED UNDER PENALTY OF PERJURY.
22 I DON'T KNOW IF IT'S ONLY BECAUSE YOU'RE REQUESTING THAT IF YOU
23 GET A PROFESSIONAL OBJECTOR THEY IDENTIFY ALL OF THE OBJECTIONS
24 THAT THEY HAVE ASSERTED IN THE LAST FIVE YEARS.

25 IS THAT WHAT --

1 MR. JOHNSON: IT MAY HAVE BEEN GEARED TOWARDS THAT,
2 YOUR HONOR, BUT WE HAVE NO PARTICULAR DOG IN THE HUNT ABOUT
3 THAT CLAUSE. WE CAN STRIKE IT.

4 THE COURT: OKAY. THANK YOU. I WOULD LIKE YOU TO
5 DO THAT. AND THAT WOULD HAVE TO BE BOTH IN THE SETTLEMENT AND
6 IN THE NOTICE.

7 I ALSO, AS YOU HEARD WITH THE COATES CASE THAT CAME BEFORE
8 YOU THIS AFTERNOON, I DON'T REQUIRE OBJECTIONS BE FILED AND
9 SERVED. IF YOU WANT TO USE A SIMILAR LANGUAGE THAT I PROPOSED
10 TO THE PREVIOUS PRELIMINARY APPROVAL MOTION THIS AFTERNOON, YOU
11 CAN HAVE THEM MAIL THEIR WRITTEN OBJECTION TO MY CASE SYSTEM
12 ADMINISTRATOR WHO CAN THEN FILE IT AND PLACE IT ON ECF SO WE'LL
13 ALL GET NOTICE AT THE SAME TIME.

14 MR. JOHNSON: YOUR HONOR, I THINK THAT'S WHAT WE
15 HAVE NOW. IF YOU LOOK AT, I THINK, IT'S AT THE NOTICE THAT WE
16 FILED WITH SONY AT THE BOTTOM OF WHAT IS PAGE 37 ACCORDING TO
17 ECF WE HAVE CLASS ACTION CLERK INSTEAD OF CASE ADMINISTRATOR.

18 THE COURT: WELL, BUT -- YES, IT'S A LITTLE BIT
19 CONFUSING IN YOUR SETTLEMENT AGREEMENTS. LET ME GO TO PAGE 7
20 OF YOUR BLUE SKY AGREEMENT.

21 MR. JOHNSON: OKAY.

22 THE COURT: IT SAYS OBJECTIONS MUST BE FILED WITH
23 THE COURT WITH COPIES SERVED ON CLASS COUNSEL AND BLUE SKY'S
24 COUNSEL ON OR ABOUT 45 DAYS AFTER THE NOTICE WAS INITIALLY
25 MAILED TO CLASS MEMBERS.

1 SO, I MEAN, THE LANGUAGE SAYS FILED SO I DON'T KNOW IF WE
2 CAN READ FILE LOOSELY TO MEAN THAT YOU JUST MAIL IT IN AND THE
3 CLERK'S OFFICE FILES IT BUT WHEN YOU USE LANGUAGE LIKE FILED
4 AND SERVED, IT DOES HAVE SPECIFIC LEGAL MEANING.

5 MR. JOHNSON: PLAINTIFFS HAVE NO OBJECTION TO DOING
6 IT HOW WE ACTUALLY HAVE IT IN THE NOTICE. I WAS UNAWARE THAT
7 WE HAD DONE THAT IN THE SETTLEMENT.

8 THE COURT: AND IT'S THE SAME THING IN THE SONY
9 AGREEMENT ON PAGE 7.

10 MR. JOHNSON: OKAY.

11 THE COURT: BUT YOU HAVE -- AT LEAST IN THE SONY
12 AGREEMENT YOU SAY THAT UNLESS THE COURT PROVIDES OTHERWISE,
13 OBJECTIONS MUST BE FILED WITH THE COURT WITH COPIES SERVED ON
14 CLASS COUNSEL, SONY PICTURES' COUNSEL, AND POSTMARKED ON OR
15 BEFORE 45 DAYS AFTER THE NOTICE OF THE INITIALLY MAILED CLASS
16 MEMBERS.

17 SO WITH THE SONY AGREEMENT, I THINK WE CAN CHANGE OR AT
18 LEAST CLARIFY HOW THE OBJECTIONS HAVE TO BE SUBMITTED TO THE
19 COURT.

20 I DON'T KNOW WHAT THE BLUE SKY AGREEMENT DOESN'T HAVE THAT
21 UNLESS OTHERWISE ORDERED BY THE COURT SO THAT --

22 MR. JOHNSON: WE CAN JUST FIX THAT, UNLESS THERE'S
23 AN OBJECTION.

24 THE COURT: YOU CAN HAVE A CLAIM CONSTRUCTION ON
25 FILE THAT IT MEANS THAT YOU MAIL IT IN.

1 MR. PITTS: THAT'S FINE WITH US, YOUR HONOR. WE
2 DON'T HAVE ANY PARTICULAR PREFERENCE AND THERE'S NO MAGIC TO
3 THAT LANGUAGE IN THERE. SO I THINK WE'RE HAPPY TO DEAL WITH IT
4 IN WHATEVER WAY YOUR HONOR WANTS.

5 THE ONE THING IS THAT I WOULD HOPE THAT IT WOULDN'T BE A
6 CHANGE TO THE AGREEMENT THAT WOULD NECESSITATE AN ADDITIONAL
7 ROUND OF CAFA NOTICES. THAT WOULD BE GOOD. BUT OTHER THAN
8 THAT, WE'RE PERFECTLY WILLING TO FILE A NOTICE OF CONSTRUCTION
9 OR WHATEVER YOU WOULD LIKE TO DO.

10 MR. JOHNSON: YOUR HONOR, I THINK IT'S IMPLICIT THAT
11 THE COURT ORDERS KIND OF SUPERCEDE THAT. SO WE CAN PUT THAT IN
12 THE PROPOSED ORDER TO YOU, YOUR HONOR, THAT WE WOULD SUBMIT
13 WITH THE AMENDED NOTICE ON WEDNESDAY. THERE'S JUST A COUPLE OF
14 CHANGES TO THE PROPOSED ORDER THAT WE SUBMITTED THAT WOULD NEED
15 TO BE -- WE WOULD NEED TO DO IT IN LIGHT OF COMBINING THE
16 LITIGATION NOTICE WITH THE SETTLEMENT NOTICES.

17 THE COURT: SURE. OKAY. SO LET'S JUST GO THROUGH
18 SOME SMALL NITS ON -- WELL, WHICH DOCUMENT IS ACTUALLY GOING TO
19 BE SENT IN THE E-MAIL AND WHAT IS GOING TO BE SENT BY MAIL?

20 IS IT THE POSTCARD ONE THAT IS GOING TO BE SENT IN THE
21 MAIL AND THEN THE LONG ONE IS GOING TO BE E-MAILED OR VICE
22 VERSA OR WHAT?

23 MR. JOHNSON: I DON'T KNOW THAT WE'RE -- I DON'T
24 KNOW THAT WE'RE GOING TO USE THE POSTCARD, YOUR HONOR. WE'RE
25 GOING TO E-MAIL THE LONG FORM, AND WE'RE GOING TO MAIL THE LONG

1 FORM.

2 IF WE NEED THE POSTCARD TO DO SOME SORT OF INTERNET
3 ADVERTISING, WE WOULD LIKE TO HAVE IT THERE.

4 BUT THE LONG FORM NOTICE IS WHAT WE SHOULD FOCUS ON.

5 THE COURT: OKAY. SO YOU MAY NOT DO THE SHORT ONE,
6 THE POSTCARD ONE?

7 MR. JOHNSON: I DON'T CURRENTLY ANTICIPATE THAT WE
8 ARE GOING TO USE IT.

9 THE COURT: OKAY. BUT THE LONG FORM WILL BE
10 E-MAILED AND SNAIL MAILED?

11 MR. JOHNSON: SNAIL MAILED TO THE FOLKS THAT WE
12 DON'T HAVE AN E-MAIL FOR.

13 THE COURT: OKAY. GOT IT. OKAY. WELL, LET'S DO
14 THE POSTCARD JUST IN CASE YOU HAVE ANY.

15 MR. JOHNSON: OKAY. I THINK WE SHOULD LOOK AT THE
16 NOTICES THAT ARE ATTACHED TO THE SONY MOTION SINCE THEY WERE
17 SUBSEQUENT, YOU KNOW, THEY COMBINED THE SETTLEMENT NOTICES AND
18 WITH POSTCARD AND LONG FORM.

19 THE COURT: OKAY. IS THAT 273-3?

20 MR. JOHNSON: YES.

21 THE COURT: OKAY. GOOD. THAT'S WHAT I'M LOOKING
22 AT, TOO.

23 MR. JOHNSON: OKAY. GREAT.

24 THE COURT: AND LET'S DO THE POSTCARD FIRST.

25 MR. JOHNSON: OKAY.

1 THE COURT: I HAD JUST A COUPLE OF COMMENTS. I
2 THOUGHT IT WAS KIND OF CONFUSING WHEN WE TALKED ABOUT YOUR
3 RIGHT TO PURSUE A LATER LAWSUIT AGAINST BLUE SKY, SONY PICTURES
4 OR ANY RELATED ENTITIES.

5 MY CONCERN IS THAT WHEN I THOUGHT OF ANY RELATED ENTITIES,
6 I THOUGHT OF ANY OTHER NON-SETTLING DEFENDANTS.

7 AND I THINK THAT'S KIND OF CONFUSING.

8 MR. JOHNSON: OKAY.

9 THE COURT: IT WOULD BE CLEARER IF YOU INTEND TO
10 MEAN FOX ENTERTAINMENT GROUP FOR BLUE SKY, THEN I WOULD RATHER
11 PUT THAT IN, BLUE SKY, ITS PARENT COMPANY FOX ENTERTAINMENT
12 COMPANY, LLC, AND SONY PICTURES BECAUSE LATER ON IN THE
13 DOCUMENT YOU THEN INCLUDE IN THE DEFINITION OF THOSE ENTITIES,
14 YOU KNOW, SONY AND BLUE SKY, THEIR PARENTS, THEIR DIRECTORS.

15 DO YOU SEE WHAT I'M SAYING?

16 MR. JOHNSON: YEAH, I SEE WHAT YOU'RE SAYING. MAYBE
17 IF WE SAID SONY RELATED ENTITIES AND BLUE SKY RELATED ENTITIES?
18 WOULD THAT MAKE IT MORE SPECIFIC ENOUGH? I GUESS I WANT TO
19 ENCOMPASS THE RELEASED PARTIES A LITTLE BIT MORE THAN JUST
20 MENTIONING THE OTHER SPECIFIC ENTITIES. IT'S DIFFICULT IN A
21 POSTCARD, YOUR HONOR.

22 THE COURT: THAT'S FINE. THAT'S FINE. JUST AS LONG
23 AS IT DOESN'T GET CONFUSING. I IMMEDIATELY THOUGHT OF THE
24 OTHER DEFENDANTS.

25 OKAY. THAT'S FINE. I MEAN, THE THING IS THAT THE LONG

1 FORM, WHEN IT DEFINES THE BLUE SKY STUDIO RELEASE AND DEFINES
2 THE SONY PICTURES RELEASE, THAT'S WHERE IT LISTS EVERYBODY.

3 MR. JOHNSON: RIGHT.

4 THE COURT: SO YOU KIND OF ALREADY HAVE IT IN THE
5 LONG FORM AND THAT'S WHY I DON'T KNOW IF YOU REALLY --

6 MR. JOHNSON: THEORETICALLY SOMEONE WHO SEES A
7 POSTCARD, I THINK THIS WOULD BE VERY FEW, IF ANY, FOLKS THAT
8 WOULD SEE THE POSTCARD, EVEN IF WE ARE GOING TO USE IT AND THEN
9 THEY WOULDN'T BE GIVEN DIRECT NOTICE, I MEAN --

10 THE COURT: THAT'S FINE. IF YOU WANT TO PUT
11 BLUE SKY, BLUE SKY RELATED ENTITIES, SONY PICTURES AND SONY
12 RELATED ENTITIES, THAT'S FINE.

13 MR. JOHNSON: YEAH, WE'LL DO THAT.

14 THE COURT: AND JUST GO AHEAD AND DO THAT.

15 YOU'RE GOING TO CLARIFY THIS SAYS ALL COMMENTS AND
16 OBJECTIONS MUST BE FILED WITH THE COURT OR POSTMARKED. YOU'LL
17 CLARIFY THAT; RIGHT?

18 MR. JOHNSON: YES.

19 THE COURT: OKAY. AND I FOUND THE PARTIAL
20 SETTLEMENT VERY CONFUSING BECAUSE IT'S ALMOST ASSUMING THAT THE
21 REMAINING DEFENDANTS ARE GOING TO SETTLE WHICH, YOU KNOW, WE
22 DON'T KNOW THAT.

23 AND I KNOW YOU DEFINE PARTIAL SETTLEMENT IN THE LONG FORM.
24 BUT AS YOU SAID, SOMEONE MIGHT JUST READ THIS POSTCARD, AND I'M
25 LOOKING AT YOU DON'T HAVE TO PAY CLASS COUNSEL TO PARTICIPATE.

1 THEY WILL ASK THE COURT TO AWARD FEES AND COSTS TO BE PAID OUT
2 OF THE PARTIAL SETTLEMENT WHICH WHEN I FIRST READ IT, I READ
3 THE POSTCARD BEFORE I READ THE LONG FORM. I THOUGHT, OH,
4 THEY'RE ONLY GOING TO BE ASKING ATTORNEY'S FEES FOR ONLY A PART
5 OF THE SETTLEMENT FUND. THAT'S HOW I INTERPRETED IT.

6 AND AS YOU SAID, PEOPLE WHO READ THE POSTCARD ARE NOT
7 NECESSARILY GOING TO GO AND READ THE DEFINITION OF A PARTIAL
8 SETTLEMENT IN THE LONG FORM SO I FOUND THAT CONFUSING.

9 MR. JOHNSON: SO TRY TO WORK ON THAT SENTENCE?

10 THE COURT: YES. AND I DON'T THINK IT'S REALLY TRUE
11 THAT THEY'RE NOT GOING TO PAY FOR THEIR COUNSEL. THEY ARE.
12 THEY'RE JUST PAYING IT INDIRECTLY TO THE SETTLEMENT FUND SO IF
13 THERE'S ANOTHER WAY THAT YOU CAN PHRASE THAT.

14 MR. JOHNSON: I THINK WE CAN STRIKE -- YEAH, STRIKE
15 THE SENTENCE THAT YOU DON'T HAVE TO PAY CLASS COUNSEL TO
16 PARTICIPATE, SURE.

17 THE COURT: YES. YOU CAN JUST SAY, YOU KNOW, CLASS
18 COUNSEL WILL REQUEST TO BE REIMBURSED FOR ITS FEES AND COSTS
19 FOR THE SETTLEMENT FUND OR JUST SOMETHING LIKE THAT. OKAY.

20 MR. JOHNSON: OKAY.

21 THE COURT: SO THAT WAS IT FOR THE POSTCARD. LET'S
22 GO TO THE LONG FORM. AND THIS IS PROBABLY -- AND THESE ARE
23 REALLY SMALL NIT PICKS, BUT I WASN'T SURE WHEN WE SAY IF YOU DO
24 NOTHING, YOU'LL WAIVE ANY RIGHTS TO PURSUE A LATER LAWSUIT OF
25 YOUR OWN.

1 I JUST WASN'T SURE WHAT THE LATER IS MEANING. I WOULD
2 JUST SAY TO PURSUE A LAWSUIT ON YOUR OWN.

3 MR. JOHNSON: OKAY. YOU'RE ON PAGE 30, YOUR HONOR?

4 THE COURT: YES, 30 OF 44. I WOULD TAKE THE "LATER"
5 OUT.

6 MR. JOHNSON: STRIKE THE "LATER" IN THE FIRST BOX
7 THERE?

8 THE COURT: YES. I WOULD ALSO TAKE IT OUT, GOING
9 BACK TO THE POSTCARD, IT IS IN THE SECOND SENTENCE OF WHAT ARE
10 MY OPTIONS, IT SAYS IF YOU DO NOTHING, YOU WILL WAIVE ANY RIGHT
11 TO PURSUE A LAWSUIT AGAINST BLUE SKY AND THEIR ENTITIES, ET
12 CETERA.

13 OKAY. AND THEN YOU'RE GOING TO TAKE OUT UNDER PENALTY OF
14 PERJURY ON PAGE 30 OR 44?

15 MR. JOHNSON: YEP.

16 THE COURT: AND I DON'T KNOW, I WOULD JUST ASK YOU
17 TO THINK ABOUT THIS PARTIAL SETTLEMENT. I MEAN, THE
18 EXPLANATION IS CLEAR IN PARAGRAPHS 4 AND 5 ON PAGE 32 OF 44 BUT
19 ON THE POSTCARD IT DOESN'T MAKE A LOT OF SENSE BECAUSE THERE'S
20 NO EXPLANATION AS TO WHY IT'S PARTIAL. ANYWAY, I WOULD JUST
21 ASK YOU TO CONSIDER THAT.

22 MR. JOHNSON: OKAY.

23 THE COURT: NOW, I NOTICE THAT CLASS COUNSEL YOU
24 DIDN'T GIVE ANY PHONE NUMBERS. AND, YOU KNOW, WHILE THIS CLASS
25 PROBABLY INCLUDES PEOPLE WHO HAVE E-MAILS AND E-MAIL ACCOUNTS,

1 THERE'S JUST NO PHONE NUMBER.

2 AND WHAT CONCERNS ME IS ON THE LAST PAGE, PAGE 39 OF 44
3 AND PARAGRAPH 28, GETTING MORE INFORMATION, IT SAYS, WELL, IF
4 YOU HAVE MORE INFORMATION, YOU CAN CONTACT CLASS COUNSEL, SEE
5 QUESTION 17 FOR CONTACT INFORMATION.

6 BUT VISIT THE OFFICE OF THE CLERK OF THE COURT FOR THE
7 U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT CALIFORNIA, 280
8 SOUTH FIRST STREET, SAN JOSE, CALIFORNIA BETWEEN 9:00 TO 4:00
9 P.M. MONDAYS THROUGH FRIDAY, AND INCLUDING COURT HOLIDAYS.

10 IT'S LIKE YOU'RE REALLY ENCOURAGING THEM TO COME TO THE CLERK'S
11 OFFICE AND YOU'RE UNWILLING TO GIVE YOUR OWN CLASS COUNSEL'S
12 PHONE NUMBER.

13 IT'S LIKE, HUH-UH, I DO NOT WANT 50 PEOPLE COMING TO OUR
14 CLERK'S OFFICE ASKING ABOUT THIS SETTLEMENT AGREEMENT SO
15 I --YOU KNOW, FIRST OF ALL, I WOULD GIVE PHONE NUMBERS. OKAY?

16 MR. JOHNSON: OKAY.

17 THE COURT: ON PARAGRAPH 17. I WOULD GIVE PHONE
18 NUMBERS BECAUSE NOT EVERYONE WILL HAVE AN E-MAIL OR SOME PEOPLE
19 MAY NEED TO HAVE A DISCUSSION WHICH WOULD BE EASIER TO HAVE
20 REALTIME.

21 SO I WOULD INCLUDE PHONE NUMBERS. AND THEN I WOULD REPEAT
22 THAT CLASS COUNSEL INFORMATION IN PARAGRAPH 28. SO IT'S CLEAR
23 THAT YOUR NUMBER 1 SOURCE IS NOT THE CLERK'S OFFICE OF THE
24 COURTHOUSE, IT'S CLASS COUNSEL. AND HERE IT'S VERY EASY FOR
25 YOU TO FIND HOW TO CONTACT THEM IF YOU HAVE ANY QUESTIONS.

1 MR. JOHNSON: WE'LL DO, YOUR HONOR.

2 THE COURT: SO WHAT DO YOU EXPECT PEOPLE TO GET WHEN
3 THEY VISIT THE CLERK'S OFFICE? DO YOU WANT THEM TO BE --
4 BECAUSE OUR INTAKE FOLKS ARE NOT GOING TO BE ABLE TO GIVE CLASS
5 MEMBERS ANY -- I MEAN, OTHER THAN -- I MEAN, I GUESS IF
6 SOMEBODY WANTS TO REQUEST A FILE, BUT NONE OF IT IS EVEN HARD
7 COPY, IT'S ALL ON ECF. SO WHAT IS IT THAT YOU'RE INTENDING
8 THEM TO GET FROM A POOR INTAKE PERSON ON THE SECOND FLOOR ABOUT
9 THIS SETTLEMENT?

10 MR. JOHNSON: YOUR HONOR, I DON'T KNOW WHY WE
11 PROPOSED THAT, AND WE CAN STRIKE IT, THE ENTIRE GOING TO THE
12 CLERK OF COURT. I THINK WE CAN INVITE THEM TO CONTACT CLASS
13 COUNSEL AND CONSULT THE DOCKET AND LEAVE IT RIGHT THERE.

14 THE COURT: OKAY. THAT'S GOOD. THANK YOU.

15 (PAUSE IN PROCEEDINGS.)

16 THE COURT: ALL RIGHT. WELL, MS. SAKAMOTO SAYS THAT
17 YOU CAN GET FREE ACCESS TO THE DOCKET IF YOU GO TO THE CLERK'S
18 OFFICE.

19 MR. JOHNSON: I DIDN'T EVEN KNOW THAT, YOUR HONOR.

20 THE COURT: SO THIS SAYS, YOU KNOW, YOU CAN GO TO
21 THE WEBSITE. AND HOPEFULLY MOST PEOPLE GO TO THE WEBSITE.

22 MR. JOHNSON: YEP.

23 THE COURT: NUMBER 2. YOU CAN CONTACT CLASS
24 COUNSEL. AND YOU ARE GOING TO PUT IN CLASS COUNSEL'S NAME,
25 CONTACT INFORMATION INCLUDING A PHONE NUMBER.

1 3. YOU CAN ACCESS THE COURT DOCKET BY GOING THROUGH
2 PACER.

3 AND THEN -- BUT LET ME ASK MS. SAKAMOTO, I REALLY DON'T --
4 I MEAN, FIRST OF ALL, I DON'T THINK MANY PEOPLE WILL COME IN
5 PERSON, BUT I ALSO CAN'T IMAGINE OUR INTAKE PERSON APPRECIATING
6 GETTING A BUNCH OF COMMENTS ABOUT THE SETTLEMENT AGREEMENT OR
7 QUESTIONS OR --

8 THE CLERK: CORRECT.

9 THE COURT: AND THERE'S REALLY NO -- IT'S NOT LIKE
10 SUPERIOR COURT WHERE THEY ARE ACTUALLY HARD COPY FILED THAT
11 SOMEONE CAN REQUEST AND PHOTOCOPY. EVERYTHING IS ONLINE HERE
12 SO IT'S NOT LIKE THEY WILL BE ABLE TO REQUEST A HARD COPY FILE.

13 SO I WOULD SAY TAKE IT OUT. ALL RIGHT. LET'S TAKE IT
14 OUT.

15 MR. JOHNSON: AND, YOUR HONOR, I DON'T KNOW WHY WE
16 DON'T HAVE THE CLAIMS ADMINISTRATOR LISTED THERE AND THEIR
17 CONTACT INFORMATION. WE'LL ADD THAT.

18 THE COURT: YES, THAT TOO. WELL, I'M HOPING THAT
19 WWW.ANIMATIONLAWSUIT.COM HAS ALL OF THE MAJOR ORDERS.

20 MR. JOHNSON: IT WILL, AND WE'LL KEEP THAT AS THE
21 FIRST STOP. BUT WE'LL ADD THAT OTHER OPTION.

22 THE COURT: YES, BECAUSE, FRANKLY, SCROLLING THROUGH
23 THE DOCKET IS NOT AN EASY THING AND TRYING TO FIND INFORMATION
24 IS NOT AN EASY THING.

25 MR. JOHNSON: TRUE.

1 THE COURT: SO I DON'T THINK A LOT OF FOLKS WILL BE
2 GOING THROUGH PACER.

3 ALL RIGHT. SO YOU'RE GOING TO ADD CLAIMS ADMINISTRATOR.

4 IS THIS IN THE AGREEMENT PLAINTIFFS' COUNSEL WILL NOT
5 RECEIVE ANY PORTION OF THEIR FEES AT LEAST UNTIL THE INITIAL
6 DISTRIBUTION OF PAYMENTS AND CLASS MEMBERS HAVE BEEN APPROVED
7 BY THE COURT?

8 MR. JOHNSON: I DON'T REMEMBER WHETHER THAT'S IN THE
9 AGREEMENT OR NOT, BUT WE'RE FINE MAKING THAT COMMITMENT.

10 THE COURT: OKAY. WELL, I MEAN, IF YOU'RE
11 REPRESENTING IT IN THE NOTICE AND YOU DON'T DO IT, YOU'RE
12 PROBABLY GOING TO GET SUED SO YOU MIGHT AS WELL MAKE IT
13 OFFICIAL AND PUT IT IN.

14 MR. JOHNSON: THERE'S DETERRENCE LESS THAN THAT THAT
15 WOULD KEEP US FROM VIOLATING THAT.

16 THE COURT: OKAY. WELL, I WOULD -- IF YOU'RE GOING
17 TO DO A LITTLE -- WELL, I DON'T KNOW HOW YOU WANT TO DEAL WITH
18 THAT. I DEFER TO YOU ON THAT.

19 MR. JOHNSON: OKAY.

20 THE COURT: AND SO THEN ON PAGE 37 OF 44 YOU'RE
21 GOING TO TAKE OUT THE PENALTY OF PERJURY.

22 YOU'RE GOING TO CLARIFY THERE IS NO CLASS ACTION CLERK SO
23 NOBODY WILL KNOW WHO THAT IS AND NOBODY WILL DEAL WITH THAT.

24 SO IF YOU WOULD PLEASE SAY JUDGE KOH'S CASE SYSTEM
25 ADMINISTRATOR.

1 MR. JOHNSON: CASE SYSTEM ADMINISTRATOR.

2 THE COURT: CASE SYSTEM ADMINISTRATOR, THREE
3 SEPARATE WORDS. THAT IS AN OFFICIAL TITLE IN THE CLERK'S
4 OFFICE SO THAT WILL GO TO A SPECIFIC PERSON WHO IS ASSIGNED TO
5 ME AND HAS THE RESPONSIBILITY FOR TAKING CARE OF THAT.

6 MR. JOHNSON: GOT IT.

7 THE COURT: OKAY. NOW, I JUST NOTE FOR THE
8 INTENTION TO COME TO THE FAIRNESS HEARING, I THINK PREVIOUSLY
9 YOU JUST HAD IT BEING MAILED BUT HERE YOU'RE HAVING IT FAXED
10 AND E-MAILED IN PARAGRAPH 25. I DON'T KNOW IF THAT'S YOUR
11 INTENTION BUT --

12 MR. JOHNSON: HOLD ON.

13 THE COURT: BUT I THINK IN THE SETTLEMENT AGREEMENT
14 IT DOESN'T TALK ABOUT FAXING OR E-MAIL. YOU CAN DECIDE HOW YOU
15 WANT TO DEAL WITH THAT.

16 MR. JOHNSON: I THINK THERE WE SHOULD JUST PULL THE
17 WORDS FAXED OR E-MAILED BECAUSE IT ONLY GIVES THEM AN OPTION TO
18 MAIL.

19 THE COURT: OKAY. SO THAT YOU CAN JUST TAKE THAT
20 OUT.

21 MR. JOHNSON: YEAH, WE'LL CUT THAT OUT.

22 THE COURT: NOW, I, YOU KNOW -- I REALLY WOULD BE
23 RELUCTANT TO RESCHEDULE A FAIRNESS HEARING SINCE THAT'S WHEN
24 EVERYONE HAS GOTTEN NOTICE TO COME.

25 MR. JOHNSON: RIGHT.

1 THE COURT: NOW, YOU KNOW, OBVIOUSLY THERE COULD --
2 YOU KNOW, I HOPE I DON'T HAVE A HEART ATTACK OR SOMETHING WHICH
3 I WOULD HAVE TO RESCHEDULE IT, BUT I WOULD GENERALLY NOT
4 RESCHEDULE IT. AND SO I DON'T KNOW IF WE NEED TO TELL THEM
5 THAT I COULD CHANGE ANY OF THE DEADLINES AT LEAST THIS DOESN'T
6 SAY WITHOUT NOTICE.

7 I MEAN, OBVIOUSLY IF WE CHANGED ANY OF THE DATES, I WOULD
8 WANT TO GIVE THEM NOTICE AND WHICH WOULD BE VERY EXPENSIVE, AND
9 THAT'S WHY I DON'T WANT TO CHANGE ANYTHING BUT --

10 MR. JOHNSON: YOU'RE REFERRING, YOUR HONOR, TO THE
11 LINE --

12 THE COURT: THE COURT MAY RESCHEDULE THE FAIRNESS
13 HEARING OR CHANGE ANY OF THE DEADLINES, AND BE SURE TO CHECK
14 THE WEBSITE FOR NEWS OF ANY SUCH CHANGES.

15 I WOULDN'T UNILATERALLY JUST CHANGE THE DATE IF I COULD
16 AVOID IT WHICH I REALLY HOPE TO?

17 MR. JOHNSON: IF YOU'RE OF THAT STRONG OF A
18 CONVICTION, WE CAN STRIKE THE TWO LINES.

19 THE COURT: YES, LET'S -- I MEAN, IF YOU WANT TO
20 JUST HAVE -- I MEAN, YEAH, I DON'T -- I WOULD BE OKAY WITH
21 TAKING OUT THIS SECOND SENTENCE, TOO.

22 OKAY. SO THAT WAS IT ON THE -- OKAY. ON THE ATTORNEY'S
23 FEES, PLEASE SUBMIT YOUR BILLING RECORDS.

24 MR. JOHNSON: WE'LL DO, YOUR HONOR.

25 THE COURT: AND WHEN YOU ULTIMATELY MAKE YOUR

1 REQUEST.

2 AND THEN LET'S SEE WHAT ELSE WAS ON MY LIST.

3 MR. JOHNSON: BY BILLING RECORDS YOU MEAN THE TIME
4 NARRATIVES, YOUR HONOR?

5 THE COURT: YES.

6 MR. JOHNSON: OKAY.

7 THE COURT: AND I SEE THERE'S A TYPO IN THE MIDDLE
8 OF PARAGRAPH 22. LET ME SEE ONE SECOND.

9 (PAUSE IN PROCEEDINGS.)

10 OKAY. SO IN PARAGRAPH 22 THAT'S PARAGRAPH 37 OF 44 IT
11 SAYS, "IN ADDITION IF YOU EXCLUDE YOURSELF THE SETTLEMENTS --"
12 JUST ADD A "FROM" THERE, PLEASE.

13 MR. JOHNSON: I'M SORRY, YOUR HONOR. WHERE WAS
14 THAT?

15 THE COURT: SO PARAGRAPH 22 ON PAGE 37, "IN
16 ADDITION, IF YOU EXCLUDE YOURSELF THE SETTLEMENTS --"

17 MR. JOHNSON: OH, THAT'S A TYPO.

18 THE COURT: YEAH, JUST ADD A "FROM" THERE.

19 MR. JOHNSON: OKAY. THANK YOU. YOUR HONOR, WITH
20 REGARDS TO THE BILLING RECORDS, WE WOULD SUBMIT THE ACTUAL
21 NARRATIVES IN CAMERA THAT CONTAIN, YOU KNOW, ATTORNEY-CLIENT
22 PRIVILEGE MATERIAL.

23 IS THAT A FINE PROCEDURE FOR YOU?

24 THE COURT: WELL, WHAT, IN CASE THERE'S ANY
25 OBJECTIONS, WHAT -- WOULD YOU BE OKAY IN JUST DOING JUST THE

1 GENERAL OVERALL CATEGORIES AND NAMES AND BILLING RATES
2 PUBLICLY?

3 MR. JOHNSON: OH, SURE. IT'S JUST THE NARRATIVES
4 THEMSELVES SOMETIMES CONTAIN, YOU KNOW, THOUGHTS ABOUT STRATEGY
5 AND VERY CLEARLY PRIVILEGED INFORMATION.

6 WE'RE FINE WITH SUBMITTING THEM TO YOUR HONOR, BUT WE JUST
7 WANT TO DO THEM IN CAMERA.

8 THE COURT: YES. THAT SHOULD BE OKAY AS LONG AS YOU
9 HAVE A PUBLIC ONE THAT GIVES ENOUGH INFORMATION SUCH THAT
10 ANYONE WHO WANTS TO OBJECT CAN OBJECT.

11 SO THAT ONE SHOULD HAVE THE -- YOU SHOULD AT LEAST HAVE
12 THE CATEGORIES OF ACTIVITIES THAT ARE RELATED, THE HOURLY
13 BILLING RATE, HOW MUCH TIME EACH LAWYER OR PARALEGAL OR
14 ASSISTANT SPENT ON THE VARIOUS CATEGORIES OF ACTIVITIES. THAT
15 CAN BE AN INSERT IN A SUMMARY CHART FORM.

16 BUT THAT SHOULD BE DETAILED ENOUGH THAT SOMEONE CAN OBJECT
17 IF THEY WANT TO.

18 MR. JOHNSON: WE WILL, YOUR HONOR. THAT'S OUR
19 NORMAL PRACTICE.

20 THE COURT: OKAY. OKAY. YOU KNOW, SOMETIMES WHEN
21 YOU HAVE THE WEBSITE, YOU UNDERLINE IT, AND SOMETIMES YOU
22 DON'T. THIS IS JUST A NITPICKY THING BUT YOU MIGHT AS WELL
23 JUST HAVE THEM ALL BE THE SAME.

24 MR. JOHNSON: WE'LL DO.

25 THE COURT: OKAY. AND IN THE POSTCARD BUT --

1 MR. JOHNSON: AND, YOUR HONOR, WHEN WE SUBMIT THE
2 AMENDED NOTICE ON WEDNESDAY, WOULD IT BE HELPFUL FOR YOU TO
3 E-MAIL A WORD VERSION TO MS. SAKAMOTO?

4 THE COURT: YES, PLEASE, PLEASE, IF YOU WOULD.

5 MR. JOHNSON: WE'LL DO THAT.

6 THE COURT: OKAY. LET ME JUST CHECK MY NOTES. I
7 THINK I'M DONE.

8 ALL RIGHT. I THINK THAT WAS IT. ALL RIGHT. SO SUBMIT
9 YOUR REVISED NOTICE, AND WHATEVER ELSE YOU NEED TO DO TO JUST
10 MAKE THAT SMALL CHANGE TO HAVE THE -- TO NOT REQUIRE FILING AND
11 SERVICE.

12 NOW, WHAT ABOUT THE DATES?

13 MR. JOHNSON: I THINK THE DATES ALL WORK EXCEPT FOR,
14 EXCEPT FOR THE DEADLINE FOR NOTICE TO GO OUT.

15 RIGHT NOW THAT WAS 30 DAYS AFTER A CLASS CERTIFICATION
16 RULING. THAT GOT A LITTLE TOPSY-TURVY BECAUSE OF THE CLASS
17 CERTIFICATION AND THE MOTION TO AMEND PROCESS.

18 WHAT WE WOULD PROPOSE IS 20 DAYS AFTER THE DEFENSE PRODUCE
19 THEIR DATA. SO THAT WOULD BE 40 DAYS AFTER YOU PRELIMINARILY
20 APPROVE, AND WE WOULD PUT THAT IN THE PROPOSED ORDER.

21 THE COURT: YES. CAN YOU JUST PUT WHATEVER YOU
22 THINK THE NEW PROPOSED SCHEDULE SHOULD BE AND FILE THAT ON
23 WEDNESDAY AND IT GIVE YOU A DATE OFF OF THAT.

24 MR. JOHNSON: YES. YOU'LL GET THE AMENDED NOTICE
25 AND THE AMENDED PROPOSED ORDER.

1 THE COURT: OKAY. I'M ASSUMING PROBABLY SOME TIME
2 IN NOVEMBER. IS THAT NOT RIGHT?

3 MR. JOHNSON: FOR A FAIRNESS HEARING?

4 THE COURT: YES.

5 MR. JOHNSON: THAT SOUNDS RIGHT OFF THE TOP OF MY
6 HEAD.

7 THE COURT: OKAY.

8 MR. JOHNSON: WE COULD PROPOSE A DATE. I HAVEN'T
9 DONE THE -- I HAVEN'T WALKED IT OUT IN MY HEAD.

10 THE COURT: OKAY. WELL, WHEN YOU FILE YOUR
11 DOCUMENTS ON WEDNESDAY, JUST GIVE ME THE NEW TIMELINE, OKAY,
12 AND IF WE CAN ACCOMMODATE A HEARING CLOSE TO WHATEVER DATE YOU
13 WANT, WE'LL DO IT.

14 MR. JOHNSON: OKAY.

15 THE COURT: ALL RIGHT. I THINK THAT WAS IT FOR ME.

16 DID YOU HAVE ANYTHING ELSE? YOU'RE GOING TO MAKE THOSE
17 CHANGES.

18 MR. FRIEDMAN: YOUR HONOR, JEFF FRIEDMAN FOR
19 PLAINTIFFS.

20 THE COURT: YES.

21 MR. FRIEDMAN: CAN I INDULGE WITH YOU AND REVISIT
22 FOR A MINUTE STRIKING THE LANGUAGE IN TERMS OF THE NOTICE IN
23 WHICH THE COURT CAN CHANGE THE DATE OF THE FINAL APPROVAL
24 HEARING AND YOUR SUGGESTION THAT WE STRIKE IT?

25 THE COURT: YES.

1 MR. FRIEDMAN: AND I ONLY OFFER IT TO LOOK AT IT
2 THIS WAY, WHICH IS HAVING IT IN THERE DOES PROVIDE, I THINK,
3 EVERYONE A DEGREE OF PROTECTION WHICH PUTS -- WE'RE FOCUSED IN
4 ON LIKELY THIS APPLYING TO AN OBJECTOR WHO WOULD LIKE TO SHOW
5 UP. 99 PERCENT OF THE TIME THE ONLY CLASS MEMBER THAT SHOWS UP
6 IS AN OBJECTOR.

7 THE COURT: YES.

8 MR. FRIEDMAN: THE OBJECTOR, SOMETIMES THERE'S BONA
9 FIDE OBJECTIONS BUT IN OUR EXPERIENCE YOU HAVE PROFESSIONAL
10 OBJECTORS WHO ARE LOOKING FOR GROUNDS TO THEN APPEAL WHATEVER
11 THE COURT'S DECISION IS ON THE OBJECTION.

12 THE COURT: OKAY.

13 MR. FRIEDMAN: AND SO IT IS PROPHYLACTIC FOR
14 EVERYONE, BECAUSE THE COURT IS RIGHT, THAT IT IS CERTAINLY
15 BETTER TO PUT THE OBJECTOR ON NOTICE OF THAT POSSIBILITY AND
16 THE OBJECTOR THEN GOING AND LOOKING TO SEE IF THE COURT ON ECF
17 HAS CHANGED THE DATE, IF GOD FORBID FOR SOME REASON IT REQUIRES
18 IT, THEN IT IS THE ALTERNATIVE WHICH IS THE OBJECTOR THEN HAS
19 GROUNDS TO OBJECT IF HE OR SHE DID NOT HAVE THE OPPORTUNITY OR
20 SUFFICIENT NOTICE TO BE PRESENT AT THE HEARING.

21 AND SO WE HOPE IT NEVER GETS USED, AND WE AGREE WITH YOU
22 THAT WE WOULD LIKE TO KEEP THAT DATE, BUT WE THINK THERE'S MORE
23 DANGER IN NOT HAVING THAT POTENTIAL NOTICE AND THE COURT CAN
24 OBVIOUSLY, BASED ON UNFORESEEN CIRCUMSTANCES, IF NEED BE, ORDER
25 SOME TYPE OF A NOTICE TO GO OUT TO THE SPECIFIC OBJECTOR OR

1 OBJECTORS ONCE WE FIND OUT IF THERE ARE ANY.

2 THE COURT: UH-HUH.

3 MR. FRIEDMAN: SO I JUST THINK IT'S SOMETHING THAT
4 IF IT NEVER GETS USED, GREAT, BUT IT IS A BELT AND SUSPENDER
5 PROTECTION FOR THE COURT AND FOR ALL PARTIES TO TRY TO LIMIT
6 COSTS IF THAT EVENT OCCURRED.

7 THE COURT: OKAY. BUT, I MEAN, DO FINAL APPROVAL
8 HEARINGS GET CHANGED WITHOUT NOTICE TO THE CLASS? HAS THAT
9 HAPPENED?

10 MR. FRIEDMAN: WELL, I HAVE TO TELL YOU I'VE NEVER
11 HAD A FINAL APPROVAL HEARING CHANGED.

12 THE COURT: YES.

13 MR. FRIEDMAN: SO I'M ONLY SAYING --

14 THE COURT: BUT IF IT WERE TO HAPPEN, WHICH REALLY,
15 I'VE NEVER DONE THAT, WOULD YOU GIVE NOTICE TO THE CLASS, OR
16 NOT, ABOUT THE NEW DATE?

17 MR. FRIEDMAN: YOU WOULD VIS-A-VIS THE ECF.

18 THE COURT: YES.

19 MR. FRIEDMAN: THAT'S HOW YOU WOULD DO IT THROUGH
20 ECF, NOT THROUGH RE-NOTICING AND SENDING OUT HUNDREDS OF
21 THOUSANDS OF E-MAILS OR IN THIS CASE 10,000 E-MAILS AND THE
22 WEBSITE AND EVERYTHING.

23 SO THIS ALLOWS THE COURT TO GIVE NOTICE THROUGH ECF. AND,
24 AGAIN, AT THAT POINT, YOUR HONOR, MOST LIKELY IT'S THE OBJECTOR
25 WHO IS SHOWING UP AT THE HEARING, NOT CLASS MEMBERS WHO ARE NOT

1 OBJECTING TO THE SETTLEMENT. SO THAT'S REALLY THE ISSUE IS FOR
2 THOSE OBJECTORS WHO HAVE A RIGHT TO AT THE HEARING TO NOT
3 PROVIDE FURTHER GROUNDS TO THE OBJECTOR FOR APPEAL AND, IN
4 FACT, IN FAIRNESS, GIVE THAT OBJECTOR THE RIGHT AND NOTICE TO
5 COME --

6 THE COURT: BUT, YOU KNOW, WHAT IS YOUR CONCERN,
7 THAT YOU MIGHT WANT TO COMBINE IT WITH OTHER -- IN CASE THERE
8 ARE OTHER SETTLEMENTS YOU MIGHT WANT TO COMBINE IT? OR WHAT IS
9 YOUR CONCERN? JUST IN THE EVENT THAT THROUGH FORCE MAJEURE, OR
10 WHATEVER THAT IS CALLED, THAT SUDDENLY WE WON'T BE ABLE TO HAVE
11 THE FINAL APPROVAL HEARING?

12 MR. FRIEDMAN: ON THE DATE THAT IS IN THE OFFICIAL
13 NOTICE, YOUR HONOR, CORRECT. THAT'S THE ONLY CONCERN.

14 THE COURT: ALL RIGHT. WELL, WHAT IF WE DID THIS:
15 YOU'LL HAVE TO WORK OUT THE LANGUAGE, BUT YOU COULD HAVE
16 SOMETHING LIKE, YOU KNOW, THE FAIRNESS HEARING IS RARELY
17 RESCHEDULED, BUT IN THE EVENT OF UNFORESEEN CIRCUMSTANCES IT
18 HAS TO BE, YOU KNOW, YOU SHOULD CHECK THE WEBSITE, YOU KNOW,
19 FOR ANY NEWS OF ANY SUCH CHANGES. SUCH CHANGE WILL ALSO BE
20 FILED ON ECF, YOU KNOW, WHATEVER ELSE NOTICE YOU ALL CAN
21 PROVIDE.

22 I MEAN, WHAT WOULD BE THE COST OF REGIVING NOTICE? I
23 MEAN, IF YOU HAVE E-MAIL ADDRESSES FOR MOST OF THESE CLASS
24 MEMBERS, YOU WOULD OBVIOUSLY E-MAIL IT, TOO, RIGHT?

25 MR. FRIEDMAN: WE WOULD. AGAIN, YOUR HONOR, I THINK

1 WE NEGOTIATE --

2 THE COURT: THE ADMINISTRATOR WOULD HAVE TO DO THAT
3 AND THEY WOULD CHARGE YOU.

4 MR. FRIEDMAN: THEY WOULD, YOUR HONOR. AND I'M JUST
5 TRYING TO AVOID DIMES COMING OUT OF THE POCKETS OF PEOPLE THAT
6 AND --

7 THE COURT: WELL, YOU COULD REDUCE YOUR ATTORNEY'S
8 FEES COSTS.

9 MR. FRIEDMAN: UNDERSTOOD. TRYING TO AVOID
10 TRANSACTIONAL COSTS ALL THE WAY AROUND, YOUR HONOR.

11 THE COURT: LET ME SEE THE LANGUAGE YOU PROPOSE. AS
12 LONG AS IT'S SOMETHING THAT SAYS WE HAVE EVERY INTENTION OF
13 KEEPING THIS FAIRNESS HEARING DATE, AND YOU CAN SAY THE JUDGE
14 HAS NOT RESCHEDULED ANY HEARING DATES IN THE LAST SIX YEARS,
15 HOWEVER, IN THE EVENT OF UNFORESEEN CIRCUMSTANCES IT BECOMES
16 NECESSARY, WE WILL PROVIDE NOTICE IN THE FOLLOWING WAYS:
17 PLEASE CHECK THIS, THIS, AND THIS TO MAKE SURE.

18 MR. FRIEDMAN: I THINK THE REPRESENTATION THAT WE
19 WILL POST IT ON THE WEBSITE AND AT THE VERY LEAST X AMOUNT OF
20 DAYS BEFORE THE HEARING AND SOMETHING ALONG THOSE LINES.

21 THE COURT: BUT, YOU KNOW, IF IT'S AN UNFORESEEN
22 CIRCUMSTANCE, WE'RE PROBABLY NOT GOING TO GET TWO WEEKS NOTICE
23 SO.

24 MR. FRIEDMAN: UNDERSTOOD. UNDERSTOOD. WE'LL WORK
25 ON THE LANGUAGE AND PROPOSE SOMETHING.

1 THE COURT: YOU CAN PROPOSE SOMETHING AS LONG AS
2 IT'S CLEAR THAT WE'RE NOT GOING TO DO THIS WILLY NILLY; THAT WE
3 WANT THE CLASS TO KNOW WHEN WE'RE GOING TO COME BACK AND WE
4 HAVE EVERY INTENTION OF HOLDING THAT DATE.

5 MR. FRIEDMAN: UNDERSTOOD.

6 THE COURT: I'LL TAKE A LOOK AT WHAT YOU FILE.

7 OKAY. WHAT ELSE? ANYTHING ELSE?

8 MR. FRIEDMAN: NO. THANK YOU, YOUR HONOR.

9 MR. JOHNSON: NO, YOUR HONOR. THAT'S IT.

10 THE COURT: IS THAT IT? MR. PITTS, MR. KIERNAN?

11 MR. KIERNAN: NOTHING ELSE.

12 THE COURT: MS. CONWAY?

13 MR. PITTS: NOTHING ELSE, YOUR HONOR.

14 THE COURT: OKAY. THANK YOU.

15 MR. FRIEDMAN: THANK YOU, YOUR HONOR.

16 (COURT CONCLUDED AT 3:46 P.M.)

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3 CERTIFICATE OF REPORTER
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7 I, THE UNDERSIGNED OFFICIAL COURT REPORTER OF THE UNITED
8 STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA,
9 280 SOUTH FIRST STREET, SAN JOSE, CALIFORNIA, DO HEREBY
10 CERTIFY:

11 THAT THE FOREGOING TRANSCRIPT, CERTIFICATE INCLUSIVE, IS
12 A CORRECT TRANSCRIPT FROM THE RECORD OF PROCEEDINGS IN THE
13 ABOVE-ENTITLED MATTER.

14 
15

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IRENE RODRIGUEZ, CSR, RMR, CRR
17 CERTIFICATE NUMBER 8074
18

19 DATED: SEPTEMBER 14, 2016
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